

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

**STIPULATION BETWEEN ROSS STORES, INC. AND
BURLINGTON COAT FACTORY WAREHOUSE
CORPORATION REGARDING JANUARY 21, 2025 HEARING**

This stipulation (this “Stipulation”) is entered into between (a) Ross Stores, Inc. (“Ross”) and (b) Burlington Coat Factory Warehouse (“Burlington” and, together with Ross, the “Parties” and, each individually, a “Party”). The Parties hereby stipulate and agree as follows:

WHEREAS, on December 5, 2024, Big Lots, Inc., *et al.* (collectively, the “Debtors”) filed the *Fourth Notice of Successful Bidders with Respect to the Auction of Certain of the Debtors’ Lease Assets and Assumption and Assignment of Certain Unexpired Leases* [Docket No. 1312] (the “Assumption Notice”);

WHEREAS, in response to the Assumption Notice, on December 13, 2024, Ross filed *Ross Stores, Inc.’s Objection to Debtors’ Fourth Notice of Successful Bidders With Respect to the Auction of Certain of the Debtors’ Lease Assets and Assumption and Assignment of Certain Unexpired Leases* [Docket No. 1350] (the “Objection”);

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

WHEREAS, the Court has scheduled a hearing on the Assumption Notice for January 21, 2025 (as may be adjourned from time to time, the “Hearing”);

WHEREAS, on January 7, 2025, Burlington served *Burlington Coat Factory Warehouse Corporation’s First Set of Requests for the Production of Documents Directed to Ross Stores, Inc.* (the “Document Requests”);

WHEREAS, the Parties have met and conferred about the Objection, the Hearing, and the Document Requests; and

WHEREAS, in an effort to narrow the issues and evidence to be presented at the Hearing, the Parties have reached agreement on certain limitations.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, THAT:

1. At the Hearing, to the extent that they are not already in evidence, Ross will seek the admission of the following documents:
 - a. That certain Lease between Ross and 5620 Nolensville Pike, LLC dated June 28, 2022 (under seal), an unredacted, full, complete, true and correct copy of which will also be provided to Burlington (the “Ross Lease”);
 - b. That certain Memorandum of Lease, a copy of which is attached to the Objection as Exhibit A; and
 - c. That certain Lease Agreement between Big Lots Stores, Inc. and 5620 Nolensville Pike, LLC dated July 31, 2011, a copy of which is attached to the *Objection of 5620 Nolensville Pike, LLC to Proposed Assignment of Lease to Burlington Coat Factory Warehouse Corporation* [Docket No. 1346] as Exhibit 1.

2. Ross will not seek the admission into evidence of any documents other than those identified in paragraph 1, above. Ross reserves the right to reference or otherwise use any documents admitted into evidence by any other party.

3. Ross shall not offer any witness testimony at the Hearing. Ross reserves the right to cross-examine any witness offered by any other party.

3. At the Hearing, Ross will limit its arguments to the interpretation of the Exclusivity Provision found in paragraph 15.3 of the Ross Lease and Burlington's ability to provide adequate assurance of future performance in accordance with the second clause of 11 U.S.C. § 365(b)(3)(C) ("...and will not breach any such provision contained in any other lease"), and hereby waives all other arguments or objections, as contained in its Objection or included in the *Objection of 5620 Nolensville Pike, LLC to Proposed Assignment of Lease to Burlington Coat Factory Warehouse Corporation* [Docket No. 1346]. Further, for the avoidance of doubt, Ross shall not make any other or new argument, other than that specified herein, at the Hearing. Ross reserves the right to respond to any questions directed at Ross by the Court.

4. Burlington will not object to the admission into evidence of the documents identified in paragraph 1, above.

5. In consideration of Ross's agreements outlined herein, Burlington hereby withdraws the Document Requests.

6. This Stipulation may not be modified, altered, or amended in whole or in part except by a written instrument executed by each Party.

STIPULATED AND AGREED TO ON JANUARY 20, 2025 BY:

CROSS & SIMON, LLC

/s/ Kevin S. Mann
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